

**2015 Resident Service Coordinator Program
Grant Agreement between the Ohio Department of Aging and
Coleman Professional Services**

This is a Grant Agreement (Agreement) between the Ohio Department of Aging (ODA), located at 50 W. Broad St., 9th Floor, Columbus Ohio, 43215 and Coleman Professional Services (Sub-recipient), located at 624 Market Avenue North, Canton, Ohio 44708.

1. **Purpose:** ODA hereby grants funds to the Sub-recipient who agrees to use these funds solely to support the **2015 Resident Service Coordinator Program** as described in the proposal that Sub-grantee has submitted and ODA has approved, a copy of which is attached hereto and made a part hereof as **Attachment E**, as follows:
 - A. Sub-recipient will identify appropriate staff to provide on-site service coordination (Service Coordinators) at qualifying properties that house low income seniors and people with disabilities
 - B. Sub-recipient will ensure that service coordinators have appropriate training and resources to adequately fulfill their duties.
 - C. Service Coordinators will support tenants as they identify and obtain community services and benefits for which they may be eligible.
 - D. Service Coordinators will develop community resources and linkages that will enhance the services the residents need to maintain their independence and age in place.
 - E. Service Coordinators should work with property owners to identify residents who might benefit from service coordination.
 - F. Service Coordinators will properly track and report resident contacts and program activities utilizing the six month and annual report forms provided as a guide.
2. **Funding Amount:** Funding level approvals, and/or changes, for this Grant Agreement will be identified in a Notice of Grant Award (NGA). The initial NGA will be distributed upon the execution of this agreement. The NGA will identify the amount of non-federal support, if any, that the Sub-recipient will be required to contribute to this project.

For the Sub-recipient to receive the full amount of the sub-grant award authorized in the NGA, 100 percent of the non-federal support must be fulfilled. At the final report, any federal grant award dollars not matched with non-federal support will be considered unearned cash and must be returned to the ODA in accordance with the process described in paragraph 11.D.

For the Purpose of this Agreement, the Sub-recipient will or will not (Check one) be required to contribute non-federal matching funds.

3. **Funding Source:** The original source of these funds being awarded to the Sub-recipient through this Agreement is the **Ohio Housing Trust Fund, administered by the Ohio Development Services Agency pursuant to Ohio Revised Code (ORC) Sections 173.08,174.02 (A)(3) and 174.02(A)(4)**. The period of award from the original funding source to ODA is **April 1, 2015 to May 31, 2016**.
4. **Grant Period:** The period of this award from ODA to Sub-recipient is **May 1, 2015 to April 30, 2016**.

Because the State of Ohio is prohibited from obligating the expenditure of funds across a biennium, this Agreement shall expire on **June 30, 2015**. ODA, however, reserves the right to renew this Agreement under the same terms and conditions stated herein, by providing the Sub-recipient with written notice of the Agreement's renewal following the approval of the budget for the new biennium. If renewed by ODA, this Agreement shall expire on the last day of the grant, except for the obligation of the Sub-recipient with regard to reporting, closeout and record keeping shall remain in effect until met.

5. **Adherence to State and Federal Laws:**
 - A. Sub-recipient is responsible for adhering to all ODA policies and procedures, as well as all state and federal laws and regulations, governing the use of the funds being awarded through this agreement.
 - B. Sub-recipient accepts full responsibility for the payment of all unemployment compensation insurance and workers' compensation premiums, and all other taxes and payroll deductions required for employees engaged by the sub-recipient to perform any work funded through this agreement.
 - C. Sub-recipient certifies that it has not, as an organization, within the two previous calendar years, made one or more contributions totaling in excess of one thousand dollars to the Governor of Ohio.
6. Except as otherwise required by federal law, Sub-recipient agrees that all expenses charged or allocated to this grant must be reasonable, allowable and allocable to this award, as those terms are defined by the United States Office of Management and Budget for purposes of the federal grants awarded by the United States government; (See: 2 CFR 230 (OMB Circular A-122) if the Sub-recipient is a Non-Profit Organization; 2 CFR 225 (OMB Circular A-87) if the Sub-

recipient is a Local Government; or 2 CFR Part 200 (once the regulations in 2 CFR Part 200 become effective and replace the regulations found in the two previously identified Parts of Title 2 of the Code of Federal Regulations). All expenses incurred or allocated by the Sub-recipient under this Agreement must be supported by appropriate worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with the grantee's established procurement procedures. All expenses must be incurred on or before the last day of the award period. No expense incurred after **June 30, 2015** may be charged to the **2015 Resident Service Coordinator Program**; however, if the ODA provides the Sub-recipient with written notice of the Agreement's renewal following the approval of the budget for the new biennium, expenses may be incurred up to, but no later than **April 30, 2016**. Unless the Sub-recipient receives prior approval from the ODA, any funds not earned during the award period will lapse and no cash or grant carryover will be allowed. Sub-recipient must liquidate all obligations within 30 days of the end of the award period.

7. Sub-recipient agrees that neither the Sub-recipient nor any subcontractor of the Sub-recipient, nor any person acting on behalf of Sub-recipient or any subcontractor, will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person. Sub-recipient further agrees that neither Sub-recipient nor any subcontractor of Sub-recipient, nor any person acting on behalf of Sub-recipient or any of its subcontractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, national origin, disability, age or ancestry.
8. Sub-recipient agrees to maintain all records relating to costs, work performed and supporting documentation, in the same manner as required of grantees by the United States Government (See: 45 CFR Part 74, if the Sub-recipient is a non-profit organization; 45 CFR Part 92, if the Sub-recipient is a local government; or 2 CFR Part 200, once the regulations in 2 CFR Part 200 become effective and replace the regulations found in the two previously identified Parts of Title 45 of the Code of Federal Regulations). Files must be maintained during the award period and for three years from the date of submission of the final Request for Funds (RFF) report. Sub-recipient agrees to make all records available in a timely manner for unrestricted review or audit by the State of Ohio (including, but not limited to the ODA, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials). If an audit is initiated before the expiration of the three-year period, Sub-recipient shall retain all records until the audit is concluded and all issues are resolved (including any final settlement process).

9. **Certification of Funds:** Sub-recipient agrees that ODA's obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement; to the certification of the availability of such funds by the Director of the Ohio Office of Budget and Management, as required under section 126.07 of the Ohio Revised Code. If at any time the Director of ODA informs the Sub-recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, the Agreement shall terminate immediately, and no further costs shall be incurred by the Sub-recipient and charged against the award.
10. **Reporting Requirements:** Sub-grantee shall prepare and deliver to ODA the performance reports on the Project as provided in Attachments F and G, attached hereto and made a part hereof. The six month performance report (Attachment F) is due on November 14, 2015. The final performance report (Attachment G) is due on May 15, 2016.
11. These funds will be advanced **in full** to the Sub-grantee upon request; however, not earlier than the first day of the award period. Sub-grantee agrees to use the appropriate ODA Request for Funds form and submit the requests **on or before May 30, 2015**.
 - A. If the RFF due date falls on a Saturday, Sunday or holiday, the report will be due the following business day.
 - B. The ODA's preferred method for Sub-recipient submission of RFF forms is through our ODAinvoices email address. Please scan completed RFF forms that are signed by the Sub-recipient's director or designee, and email the form to the address listed below. If you choose to submit paper copies, they must be signed and received at the ODA by the due date.

Ohio Department of Aging
Attn: Fiscal Division
50 W. Broad St., 9th floor
Columbus, Ohio 43215.

Phone: (614) 752-9672 ~ Fax: (614) 728-6802
Email: ODAinvoices@age.ohio.gov

- C. Sub-recipient agrees to submit a final RFF form with a trial balance for the program period with all balance sheet and income statement accounts as backup documentation no later than **May 30, 2016**.

The final RFF form must include supplemental worksheets that support the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets must include identification of the account codes and a detailed

crosswalk so that the backup documentation can be linked to the figures on the final RFF form. Submission of this documentation does not preclude the ODA from requesting Sub-recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Sub-recipient will submit the final RFF report to ODA within 30 days after the effective date of the early termination.

D. Sub-recipient agrees to return to the ODA any funds advanced greater than actual expenses no later than May 30, **2016**. If funds are returned to the ODA, please indicate the source and program period of those funds. **Make check payable to “Ohio Treasurer Josh Mandel”** and mail to the address noted in 11 B. above.

12. **Ethics:** Sub-recipient certifies that it has reviewed and understands Executive Order 2011-03K (Establishing an Ethics Policy and Requiring Ethics Training for the State of Ohio) and Ohio’s ethics and conflict of interest laws. Sub-recipient shall take no action inconsistent with the executive order or Ohio’s ethic and conflict of interest laws, as any of them may be amended or supplemented from time to time.

13. **Offshore Services:** Banning the Expenditure of Public Funds for Offshore Services:

A. Sub-recipient affirms that it has read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States; for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds.

For purposes of this Agreement, “services under the Agreement” and “services performed under the Agreement” means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as **Attachment A** to this Agreement and is available at: (<http://www.governor.ohio.gov/portals/0/pdf/executiveorders/EO%202011-12K.pdf>).

Grantee also affirms, understands, and agrees to immediately notify the ODA of any change or shift in the location(s) of services performed under the Agreement by the Sub-recipient or its lower-tiered sub-recipients or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Sub-recipient has completed the signed **Attachment B** of this Agreement, entitled "Standard Affirmation and Disclosure Form for Grants," and submitted it to the Fiscal Division of the ODA.

B. If Sub-recipient or any of its lower-tiered sub-recipients or contractors performs services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The ODA is not obligated to pay and shall not pay for such services. If Sub-recipient or any of its lower-tiered sub-recipients or contractors performs any such services, the lower-tiered sub-recipients shall immediately return to the ODA all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

The ODA may, at any time after the breach, terminate the Agreement, upon written notice to the Sub-recipient. The ODA may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If the ODA determines that actual and direct damages are uncertain or difficult to ascertain, the ODA in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

The ODA, in its sole discretion, may provide written notice to the Sub-recipient of a breach and permit the Sub-recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the ODA permitting a period of time to cure the breach or Sub-recipient's cure of the breach, the ODA does not waive any of the rights and remedies provided the ODA in the Agreement, including, but not limited to, the recovery of grant funds paid for services provided by the Sub-recipient, its lower-tiered Sub-recipients or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

C. Sub-recipient shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of the ODA. Any assignment or delegation not consented to may be deemed void by the ODA.

14. **FFATA:** Sub-grant recipients of federal awards issued by federal agencies on or after October 1, 2010 must provide the information required by the Federal Funding Accountability and Transparency Act (FFATA or P.L. 109-282, as amended) if the cumulative value of the award is more than, \$25,000. The instructions are provided as **Attachment C** to this Agreement.

Notwithstanding any other provision of this Agreement, and in accordance with the dollar limitation for reporting, this Agreement shall not become effective unless and until the Sub-recipient has completed **Attachment D** of this Agreement, entitled "Worksheet for Required Sub-recipient Reporting, Federal Funding Accountability and Transparency Act (FFATA)," and submitted it to the Fiscal Division of the ODA.

15. **Drug-Free Workplace:** The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees or permitted sub-contractors or lower-tiered Sub-recipients will purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way, when they are engaged in the work being performed hereunder.

16. **Miscellaneous Provisions:**

A. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

C. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties or unless otherwise required by law.

D. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. **Debarment:** By signing this agreement, Sub-recipient verifies to ODA that the Sub-recipient is not currently debarred, proposed for debarment, declare ineligible, or voluntarily excluded from participation in

transactions by any agency of the United States government under 2 CFR Part 376.

17. **Confidentiality of Information:** Sub-recipient agrees that it shall not use any information, systems, or records made available to the Sub-recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, the Sub-recipient specifically agrees to be bound by the same standards of confidentiality that applies to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or lower-tiered sub-grant agreements executed by the Sub-recipient for the work under this Agreement. The Sub-recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The Sub-recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for assuring compliance with the rules by its employees, contractors, or lower-tiered sub-grant recipients. To the extent that the federal requirements apply to this Agreement, the Sub-recipient agrees to current and on-going compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including 45 CFR 164.502 and 164.50, regarding the disclosure of protected health information
18. **Termination:**
 - A. Either party may terminate this Agreement without cause by providing the other party with thirty days prior written notice of termination.
 - B. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of noncompliance with any federal or state law, rule, or regulation governing the work to be performed by the Sub-recipient under this Agreement. In the event of termination pursuant to this Paragraph, ODA shall send a written notice specifying the reason for the termination to the Sub-recipient as soon as possible after the termination by ODA.
 - C. A failure on the part of ODA to insist upon strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy or election. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either party may have at law, in equity or otherwise.

D. The notice required to be given under subparagraphs A. or B. of this paragraph shall either be hand delivered, or sent by United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

1. If to ODA:
Ohio Department of Aging
Attention: Chief Fiscal Officer
50 West Broad Street – 9th floor
Columbus, Ohio 43215
2. If to the Sub-recipient: Coleman Professional Services
Attn: Nelson W Burns, CEO
624 Market Avenue North
Canton, Ohio 44708

19. **Amendment:** This Agreement may be amended, provided that any such amendment is put in writing and is signed by both parties. It is agreed, however, that any amendment to the laws, rules or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:

Nelson W Burns
Nelson W Burns, CEO
Coleman Professional Services

5/5/2015 Bonnie K. Burman 5/11/15
Date Bonnie K. Burman, Director **Date**
Ohio Department of Aging

ATTACHMENT B

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

GRANTEE AFFIRMATION AND DISCLOSURE

By the signature affixed to this Affirmation and Disclosure, the Grantee identified below affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Grantee acknowledges that for purposes of the Executive Order that grant funding provided to support a project or program of the Grantee is equivalent to a purchase of services by the State; "services" in the context of a grant means services that implement the project or program of the Grantee to the extent that such services are paid for or reimbursed with grant funds provided by the State or with match or cost share specifically required by the State as a condition to disbursement of the grant funds; investments by the Grantee in the project or program from non-State sources of funding other than amounts claimed as specifically required match or cost share are not subject to the Executive Order; the Grantee is equivalent to a "contractor," as that term is used in the Executive Order; and sub-grantees, if any, and contractors of the Grantee are equivalent to "subcontractors," as that term is used in the Executive Order.

The Grantee affirms that the Grantee and any of its sub-grantees and contractors shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

The Grantee shall provide all the name(s) and location(s) where services will be performed in the spaces provided below or by attachment. If the Sub-grantee will not be using sub-grantees or contractors, indicate "Not Applicable" in the appropriate spaces. If the Grantee will not be storing, accessing, testing, maintaining or backing-up state data, indicate "Not Applicable" in item 3.

1. Principal location of business of Grantee:

5982 Rhodes Rd
(Address)

Kent, OH 44240
(City, State, Zip)

Name/Principal location of business of lower-tiered sub-grantee(s) and contractor(s):

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by the Grantee:

400 W. Tuscarawas _____ Canton, Oh 44702 _____
(Address) _____ (City, State, Zip) _____

Name/Location where services will be performed by sub-grantee(s) and contractor(s):

NA _____
(Name) _____ (Address, City, State, Zip) _____

_____ (Name) _____ (Address, City, State, Zip) _____

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee:

400 W. Tuscarawas _____ Canton, Oh 44702 _____
(Address) _____ (Address, City, State, Zip) _____

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantees and contractor(s):

_____ (Name) _____ (Address, City, State, Zip) _____

4. Location to where services to be performed will be changed or shifted by Grantee:

n/a _____
(Address) _____ (City, State, Zip) _____

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s) and contractor(s):

(Name) _____ (Address, City, State, Zip) _____

2014 Resident Service Coordinator Program

RFP/Award: _____

Coleman Professional Services

Grantee: _____

Signature of
Authorized
Representative: _____

Nelson Burns

Name: _____

Nelson W. Burns

Title: _____

President and CEO

Date: _____

3-17-14